

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 700 University Avenue, Monroe, LA 71209-2250 until 2:00 P.M., June 23, 2016.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE PURCHASING DEPARTMENT OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

For: Sand Volleyball Court Addition
Bid Number: 50006-115

Complete Bidding Documents may be obtained from: Purchasing Department, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318 342 5218 or the State of Louisiana LaPac page: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> by using Bid No.50006-115.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 in the areas of Building Construction. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

STATE OF LOUISIANA
THE UNIVERSITY OF LOUISIANA MONROE
MONROE, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
FOR
BID NO. 50006-115 Sand Volleyball Court Addition

ISSUING AGENCY: The University of Louisiana Monroe
Purchasing Department
700 University Avenue
Monroe, LA 71209

PROCUREMENT SPECIALIST 2: Shakeya Rodgers
Telephone: 318 342 5208
REQUISITIONED BY: Michael Davis
Telephone: 318 342 5171

RELEASE DATE: May 20, 2016
BID OPENING DATE: June 23, 2016
BID OPENING TIME: 2:00 p.m., Central Time
BID OPENING LOCATION: The University of Louisiana Monroe
Purchasing Department
Coenen Hall 140
700 University Avenue
Monroe, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON.
BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is in printed form by submitting a written request to the Procurement Manager listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. ULM is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Definitions:

- (1) "Alternate" means an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents, or both.
- (2) "Bidding documents" means the bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.
- (3)(a) "Change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work.
- (b) "Change order outside the scope of the contract" means a change order which alters the nature of the thing to be constructed or which is not an integral part of the project objective.
- (c) "Change order within the scope of the contract" means a change order which does not alter the nature of the thing to be constructed and which is an integral part of the project objective.
- (4) "Contractor" means any person or other legal entity who enters into a public contract.
- (5)(a) "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.
- (b) An "extreme public emergency" means a catastrophic event which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.
- (6) "Licensed design professional" means the architect, landscape architect, or engineer who shall have the primary responsibility for the total design services performed in connection with a public works project. Such professional shall be licensed as appropriate and shall be registered under the laws of the state of Louisiana.
- (7)(a) "Louisiana resident contractor", for the purposes of this Part, includes any person, partnership, association, corporation, or other legal entity and is defined as one that either:
 - (i) Is an individual who has been a resident of Louisiana for two years or more immediately prior to bidding on work,
 - (ii) Is any partnership, association, corporation, or other legal entity whose majority interest is owned by and controlled by residents of Louisiana, or
 - (iii) For two years prior to bidding has maintained a valid Louisiana contractor's license and has operated a permanent facility in the state of Louisiana and has not had a change in ownership or control throughout those two years.
- (b) For the purposes of Item (a)(ii) of this Paragraph, ownership percentages shall be determined on the basis of:
 - (i) In the case of corporations, all common and preferred stock, whether voting or nonvoting, and all bonds, debentures, warrants, or other instruments convertible into common or preferred stock.
 - (ii) In the case of partnerships, capital accounts together with any and all other capital advances, loans, bonds, debentures, whether or not convertible into capital accounts.
- (8) "Negotiate" means the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances.
- (9) "Probable construction costs" means the estimate for the cost of the project as designed that is determined by the public entity or the designer.
- (10) "Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.

(11) "Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

(12) "Public work" means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

(13) "Written" or "in writing" means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

**Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smaller".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each to the ULM Purchasing Department along with the Clear Lien.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./Date of certification.: _____

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: The University of LA Monroe
700 University Avenue
Coenen Hall 140
Monroe LA 71209-2250

BID FOR: Sand Volleyball Court Addition
Bid No. 50006-115

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: The University of Louisiana at Monroe and dated: May 20, 2016

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____
No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

TOTAL BASE BID: For all work required by the Bidding Documents for the Sand Volleyball Court Addition we bid the sum of:

_____ Dollars (\$ _____)

NAME BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER *: _____

DATED: _____

* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____
State Agency Name

PURPOSE OF CONTRACT: Sand Volleyball Court Addition

LIQUIDATED DAMAGES:

The undersigned agrees that the Owner may retain the sum of One hundred dollars (\$100) from the amount of the Compensation to be paid him for each day after the above stated completion date, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of Liquidated Damages which the Owner will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

If this proposal shall be accepted and the undersigned shall fail to execute the contract and furnish performance bond as herein provided, then the proposal guarantee shall become the property of the University; otherwise, the said proposal guaranty shall be returned to the undersigned.

Bidder certifies that he has visited the job site at The University of Louisiana at Monroe, and is fully aware of what is expected of the successful bidder (s).

Louisiana Contractor's License Number

Firm Name

Authorized Signature

Title

Phone/Fax Numbers

Date

STATE OF LOUISIANA
PARISH OF OUACHITA

NAME _____
LOCATION _____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 201__.

Signature of Notary: _____

The University of Louisiana at Monroe
Monroe, Louisiana

This Agreement, made and executed, on this ____ day of the month ____ in the year of our Lord, TWO THOUSAND and FOURTEEN, by and through _____, The University of Louisiana at Monroe, the Party of the First Part, and hereinafter designated as "University" and _____, Contractor, domiciled and doing business in _____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at The University of Louisiana at Monroe. The bid on this project, numbered Bid 50006-, was opened on _____, at _____ 2:00 p.m.. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$ ____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1672.2-1672.4.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

The complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

Performance will begin with issuance of Notice to Proceed and Purchase Order.

| | |
|--|--------------|
| <u>The University of Louisiana at Monroe</u> | _____ |
| BY: _____ | BY: _____ |
| TITLE: _____ | TITLE: _____ |

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
1. Advertisement for Bids.
 2. Instructions to Bidders.
 3. Bid Form
 4. Contract between Owner and Contractor.
 5. Performance and Payment Bond.
 6. Affidavit of Compliance with Act 38, 1965 Louisiana State Legislature.
 7. General Conditions of the Contract for Construction of Sand Volleyball Court Addition
 8. Supplementary (and amended General) Conditions.
 9. Divisions of the Technical Specifications.
 10. Addenda issued during bid period. (by Owner and acknowledged in bid form)
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that ULM's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

ARTICLE 3

BIDDING PROCEDURES

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.
- 3.2 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.
- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

- 3.4 Bids are to be sealed and will be received until the time specified and at the place specified in the advertisement for bids. It shall be the specific responsibility of the Bidders to deliver sealed bids to The University of Louisiana at Monroe at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.
- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.
- 3.6 **Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates.** The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of The University of Louisiana at Monroe.
- 3.7 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid.
- 3.8 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 3.9 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.10 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
- a. Notarized affidavit
 - b. Contract
 - c. Insurance Certificate
 - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
 - e. Resolution, if incorporated.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. The University of Louisiana at Monroe shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND NOT REQUIRED FOR THIS BID

ARTICLE 9

PAYMENT

- 9.1 Payment will be made by The University of Louisiana Monroe.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Ouachita Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11

GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by The University of Louisiana at Monroe.

ARTICLE 12

CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$30,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.
- 1.2 A subcontractor who wishes to bid or perform commercial work where the total cost of the project including labor and materials for the following must be licensed.
\$50,000 or more for major and specialty classifications
\$10,000 or more for electrical, mechanical, and plumbing
\$1 or more for hazardous

CONTRACTOR'S AFFIDAVIT

- 1.3 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

INTEREST

- 1.4 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Ouachita Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Ouachita Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the PROPOSAL FORM

ARTICLE 3

INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with

the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any

circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

- 1.1 Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished.

DIVISION 1 - GENERAL REQUIREMENTS

A. General Scope of Work - See Attached

B. LAWS, RULES AND REGULATIONS

1. Contractor shall comply with all applicable federal, state, local and University laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.

C. ALTERNATES

1. No alternates only Base Bid

D. SITE INSPECTIONS AND PROJECT MEETINGS

1. Site Inspections

Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2. Pre-Work Conference

Prior to the Contractor beginning any work on this project, the University will conduct a Pre-Work Conference to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.

E. TEMPORARY FACILITIES AND CONTROLS

1. Safety Conditions

The Contractor shall post adequate warning signs and maintain safety lights as required to warn persons of hazardous conditions.

2. Security

The Contractor shall be responsible for security of his equipment, materials, etc., at the project site for the duration of the contract.

F. MATERIAL AND EQUIPMENT

1. Transportation and Handling

The Contractor shall provide for all transportation and handling required for the work on this project.

2. Storage and Protection

The Contractor shall be responsible for storage and protection of equipment and materials. The Contractor shall Protect all property of the Owner, and shall repair same, if damaged.

University of Louisiana at Monroe (ULM)

Sand Volleyball Court Addition

1. The University of Louisiana at Monroe (ULM) is seeking Louisiana licensed contractors to submit bids to add three additional sand volleyball courts to match existing courts. The sand volleyball courts are located on the main campus of ULM and are directly to the north of Heard Tennis Stadium. This project is vital to the Volleyball program because five (5) courts are needed to hold conference and post-season tournaments.

The Contractor shall coordinate and complete all work for this project in conjunction with ULM Facilities Planning Officer and designated Athletic personnel.

Articles from USA Volleyball are attached for assistance in the process of building the courts. The articles should be used as a resource only, not for measurements and quantities. These articles have been marked as "For Reference Only".

ULM has not obtained a designer for these volleyball courts. The University has used plans from previously built courts based on NCAA guidelines and specifications and regulations for professional volleyball courts. We anticipate the contractor to work closely with University personnel to insure the courts are installed properly.

2. Scope of Work

This project will consist of the construction of three (3) new sand volleyball courts to match existing courts. The bids should include, but not limited to:

- A. Excavation of existing dirt, all fill materials necessary, poles, drainage components, etc. The courts shall be 60 feet by 30 feet, with a serving area of 10 feet around the entire perimeter.

Listed below are key items associated to the scope of work. This is not an exhaustive list to the project. Please refer to drawings and materials provided for a complete scope.

Poles:

Two (2) 4 inch round schedule 40 galvanized steel poles, 16 feet in length, with cap for each court. Poles should be exactly 9 feet above the sand playing surface when installed.

*Contractor should verify net length with ULM before setting poles.

Nets and Boundary Lines:

ULM will provide and install nets and boundary lines.

Boundary Between sand and Grass:

Pressure-treated 2" by 12" should be placed vertically between any areas where the sand meets the grass. This is to provide a barrier to keep the grass out of the sand courts. We have used this technique with our current courts and work well.

Drainage:

8" perforated pipe (HDPE) – see drawings for placement location. Drain pipes should be wrapped with 2 layers of landscape fabric. Pipe should be tied into nearest catch basin.

3. Site Visits / Verify Existing Conditions

Any contractor submitting a bid for this project should visit the project site in person prior to submitting a bid. Site visits may be coordinated by contacting Michael Davis, ULM Facilities Planning Officer, at (318) 342-5171.

4. Pre-Bid Meeting

There will be no pre-bid meeting held on for this project. As stated previously, we ask that you contact the Facilities Planning Officer to visit the site.

5. Questions / Requests for Clarification

All questions and requests for clarification shall be submitted in writing to the ULM Facilities Planning Officer at least seven (7) days prior to the bid date. If necessary, the University will issue an addendum to provide answers and clarifications.

6. Construction Schedule

This project shall be fully completed no later than Monday, August 15, 2016.

The Contractor may begin work only after a fully executed contract is completed. Before beginning, a pre-construction meeting must be conducted with the University and the Architect.

7. Additional days

Request for additional days will be assessed on a day-by-day basis. Additional days will be approved by the University. We anticipate this project to be complete no later Monday, August 15, 2016.

8. Liquidated Damages

The University will assess liquidated damages at the rate of \$100 per day for each day over the stated deadlines above.

9. Damages to Facilities

The Contractor shall be responsible for all damages to the existing site, facilities, and equipment that are caused by this project. The Contractor shall carefully document existing site conditions and existing damages prior to commencing work. The Contractor shall repair all damage to the original, undamaged condition prior to completing this project. All repaired damages should be approved by the Facilities Planning Officer prior to receiving a substantial completion for the project.

10. Verify All Existing Conditions, Measurements, and Quantities

The Contractor shall be responsible for verifying all existing conditions and all dimensions / measurements. This information when provided in the bid documents is for general informational purposes only. The Contractor shall field verify all necessary conditions and dimensions prior to submitting a bid.

11. Safety

The University places a high priority on working safely and ensuring the safety and security of the entire campus.

Contractor Safety Program – The Contractor shall have a documented safety program that fully addresses all applicable requirements, specifically including all requirements by the Occupational Safety and Health Administration (OSHA).

Safety Training – All contractor employees assigned to work at ULM shall be fully trained and certified in all areas of occupational health and safety that they may encounter while working at ULM. This specifically includes training for working from ladders and scaffolds, working from heights, confined space training, lockout / tagout training, hazard communication and material safety data sheet training, etc.

Accident / Incident Reporting – The Contractor shall immediately report to ULM contract coordinators any accident, incident, and / or near miss that occurs while working at the University. The report shall include detailed information and an accident investigation to determine the root cause of the accident / incident. A post accident drug and alcohol test shall be administered at the contractor's cost. The results of that test shall be shared with the University.

Mark / Label / and Properly Barricade Work Areas – The Contractor shall install warning / caution signs, tape, and all other needed materials to properly barricade work areas to ensure that members of the University community (students, faculty, staff, and visitors) do not inadvertently travel into work areas.

Driver Safety – All contract employees who drive motorized vehicles on ULM property must operate these vehicles in full compliance of all applicable laws, rules, regulations, etc. All employees shall wear seat belts / restraints at all times. Drivers shall be extremely careful at all times, watch out for pedestrians, and drive very conservatively / defensively. Special parking arrangements must be coordinated in advance with the University Police Department.

12. Supervision of the Project

The Contractor shall provide a fully qualified construction superintendent / supervisor to organize, coordinate, and supervise all work, material deliveries, etc. The superintendent / supervisor may complete a portion of the work but shall be responsible for all subcontractors, material suppliers, etc.

13. Contractor Employee Requirements

The University reserves the right to require the Contractor to remove any employee who fails to comply with safety rules, regulations, etc. or who is otherwise working in an unsafe manner.

Contractor's employees shall maintain a neat, clean, and professional appearance at all times. A shirt with sleeves shall be worn at all times (no sleeveless shirts, tank tops, etc.). The shirt shall include the name of the employee or alternately the employee may wear an identification badge. The shirt shall be worn tucked inside of the trousers at all times. The employee shall wear long pants / trousers at all times. The pants / trousers shall be free from large tears, holes, rips, etc. The University reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the University requires an employee to be removed for this reason, the Contractor shall supply a replacement employee as soon as possible.

The University reserves the right to require the Contractor to remove any employee from any or all buildings employed under the contract when the University deems it to be in the University's best interest.

Contractor's employees shall not use common areas of any University facility for breaks, lunch, etc.

Contractor's employees shall not use the restrooms in University facilities. The Contractor shall provide a portable restroom for contractor employee use for the duration of the project.

Contractor's employees shall not engage in conversations with ULM students, faculty, staff, or visitors at any time, with the exception of ULM employees directly involved in managing this project.

Contractor's employees shall adhere to the university's tobacco policy. The ULM campus is completely tobacco free. See <http://ulm.edu/tobacco/> for more details.

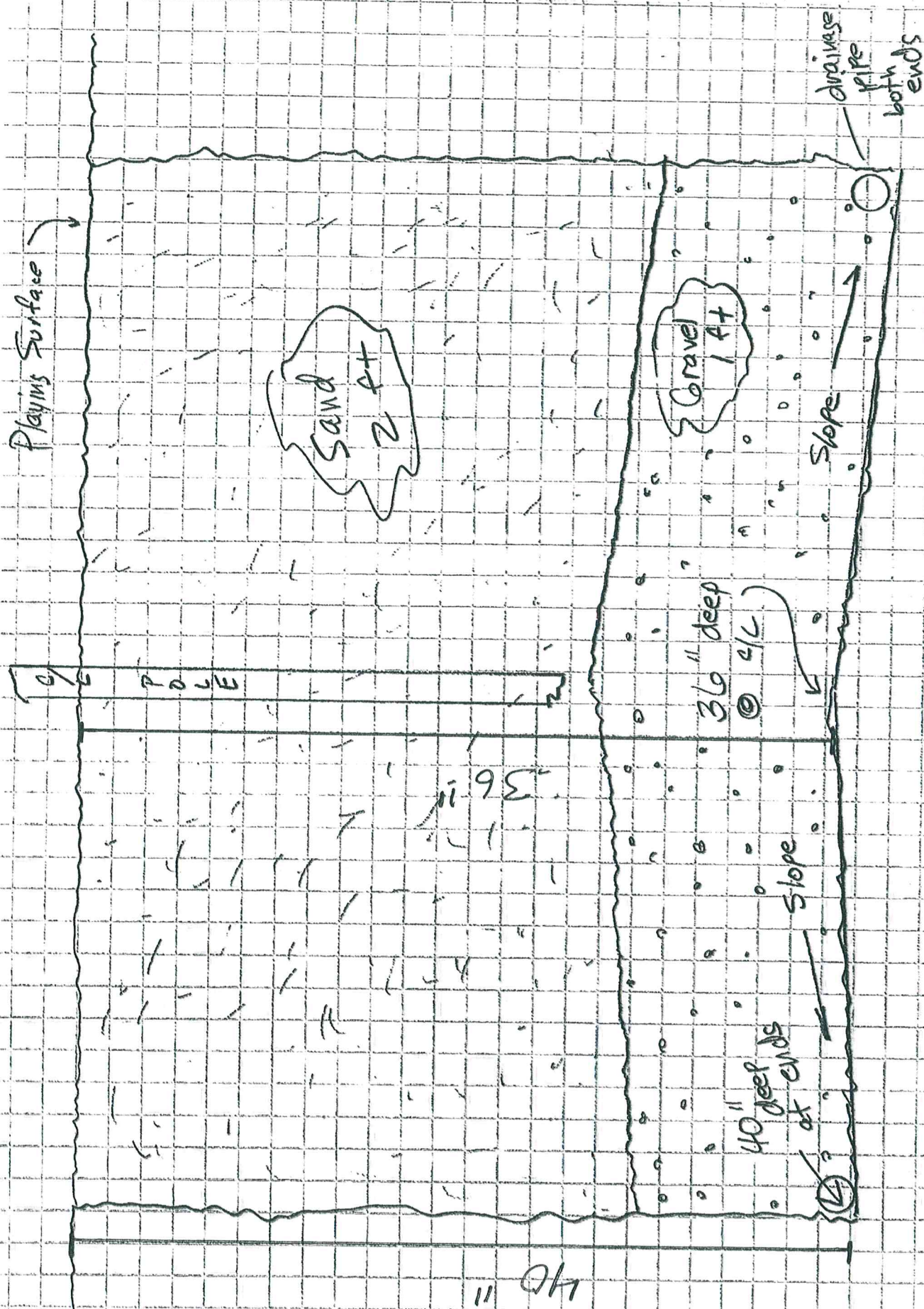
14. Warranty

Contractor shall fully warranty all work completed for a full year from the date of acceptance by the owner. Contractor shall respond on site to the University within forty- eight (48) hours of receiving a phone or email notification of a warranty issue from the University. All warranty repairs and service shall be completed at no charge to the University. This warranty is in addition to any manufacturer warranties that may be applicable to this project.

15. Disposal

Contractor shall dispose of all construction debris, trash, and other materials in compliance with all applicable laws, rules, regulations, permits, etc.

* ALL Distances ARE IN FEET



NOT TO SCALE

Sheet 3

SIDE
VIEW

No scale

9' Above
sand
Surface

4" Sch 40
galv steel pole
with cap
16 feet length

2 req'd per court
6 total

Set pole @ C/L each
court

POLES
Side View

Place poles @ C/L of each
court

2'

SAND

gravel

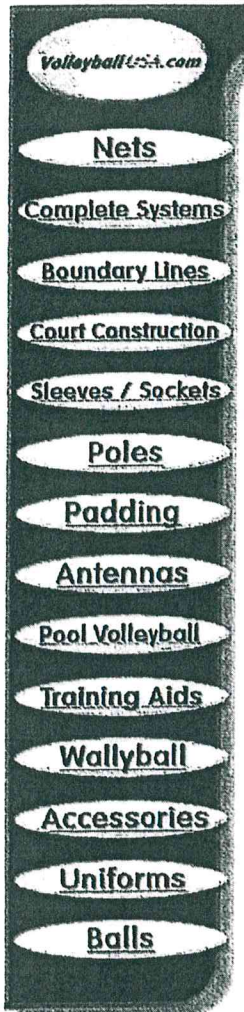
Concrete

Native
soil

4'



For Reference Only



Volleyball USA.com

NOTE: This instruction set is copyrighted and is not to be copied, forwarded, or re-posted without written permission from VolleyballUSA.com

Constructing A Volleyball Court

To place orders or ask questions please call toll free
1-800-494-3933 Monday through Friday 8-6 PST!

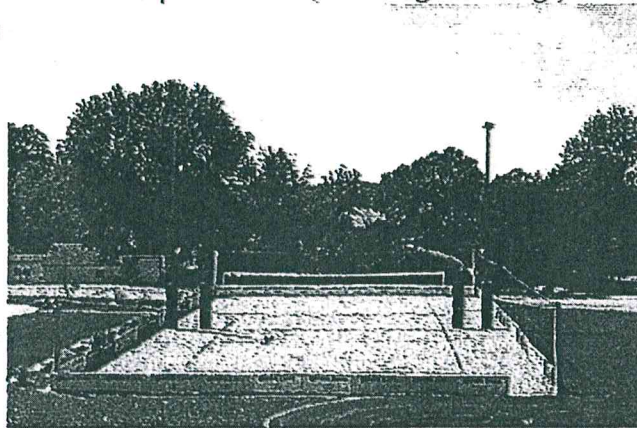
1) The playing area consists of the court and a safety space around it measuring 10 feet in each direction. (50' x 80') (If you don't have this space, smaller courts can be built, call for recommendations). The space above the playing area should be free of obstructions. The playing area should be level and consist of good quality sand to a thickness which prevents players from contacting the underlying surface.

2) Dimensions of the court are 60 feet by 30 feet and are measured from the outer edge of the boundary lines. The boundary lines should be made of brightly colored tape or rope having similar characteristics (Note: Ropes can sometimes leave burns if you contact them accidentally, thick nylon tape is what is recommended and what the professionals use). (For safety reasons we recommend removing the lines at night to protect people from tripping and injuring themselves).

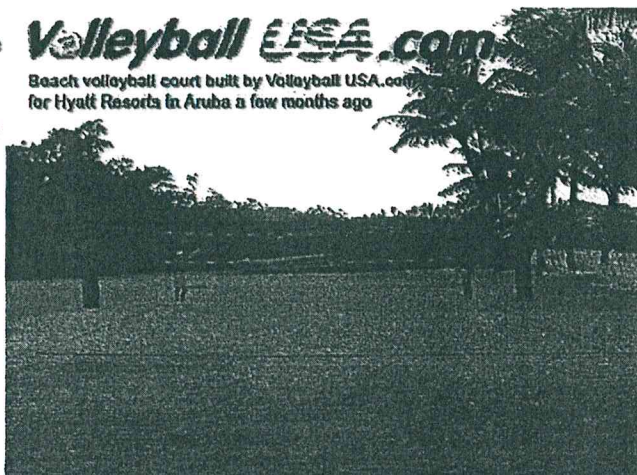
3) The plane of the net serves as an invisible center line of the court, dividing it into two halves.

4) Poles supporting the volleyball net should be made of galvanized metal,

Below are examples of courts Volleyball USA.com has helped construct. (Click images to enlarge)



Professional Court



Resort Court

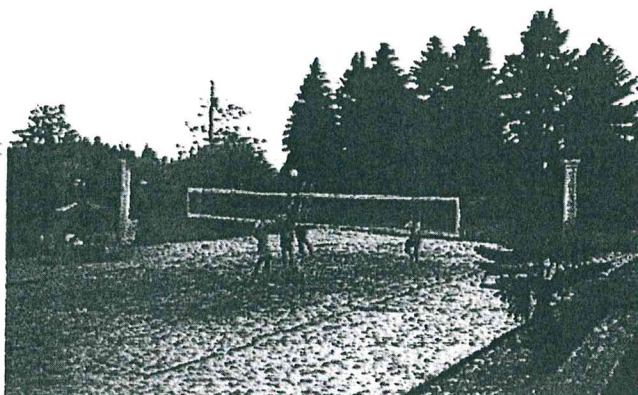
Volleyball USA.com
Beach volleyball court built by Volleyball USA.com for Hyatt Resorts in Aruba a few months ago

treated wood (6 x 6's or larger are preferred with sanded edges, 4 x 4's tend to bend too much) or other material that will withstand tension and not bend or break when stressed. It is also a good idea to pad the poles to protect players using your court.

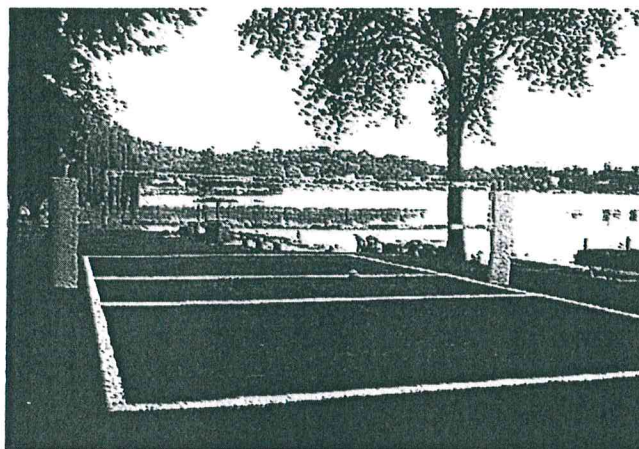
5) Supports should be approximately 10.5-16 feet long and cemented into a concrete footing measuring at least 1 foot in diameter and 3 feet deep. They don't have to be cemented in place but should be. Supports should be free of hazardous protrusions. If you use guy wires, they should be made of bright colors or padded to prevent injury to players. All anchors for guy wires and boundary lines should be buried at least 6-8 inches under the surface of the sand and free of sharp edges.

6) The court area should be excavated to a three-foot depth with a drainage ditch leading away from the lowest point of the court. Perforated drainage pipe should be laid across the court with one end capped and the other open to the drainage ditch. Proper drainage is extremely important, or you could find yourself playing in a giant mud puddle. (Even if the court is built above ground, sand will still retain water!)

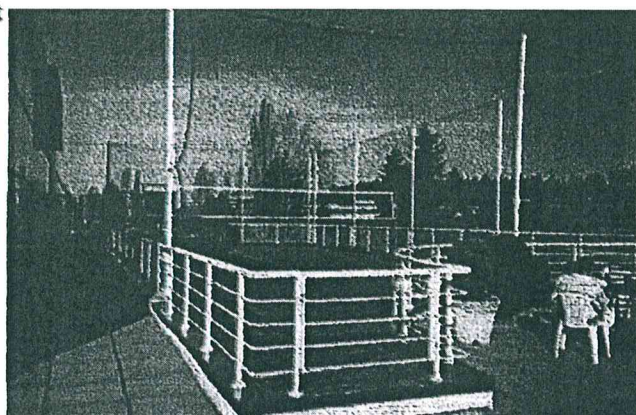
7) Depending on how well your soil drains overlay the court area with a one-foot thickness of smooth rounded gravel. Above the gravel place burlap or landscape fabric to prevent sand from washing through into the base gravel. Deposit one-to-two feet of beach sand or washed masonry sand over



Backyard Sand Court



Backyard Grass Court



Roof Top Court

volleyballusa.com

For Reference Only

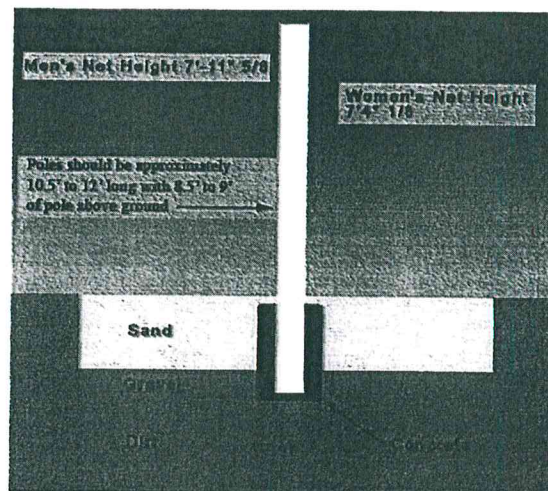
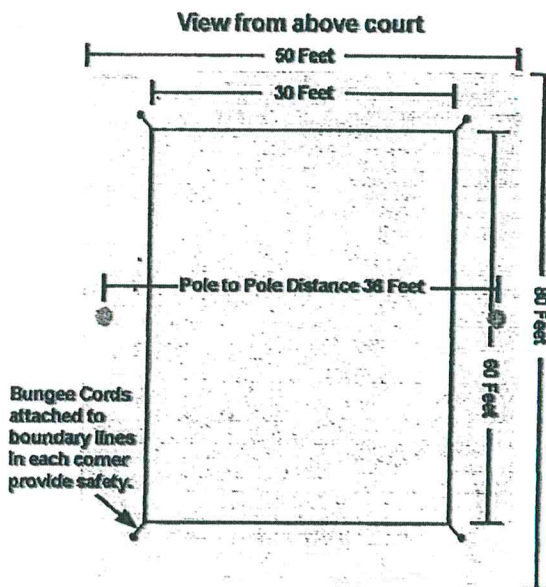
the area and rake level. The more washed the sand is the less dusty it will be. (When testing sand for purchase wear shorts and test the sand in both dry and wet conditions by kneeling down onto it knees first, "no scrapes, no problem," scrapes, scrap it and keep shopping.)

Your budget may dictate the depth of sand used but keep in mind if you go with a lesser depth, plan on raking back sand from the middle of your "dished out court" to the sides about once a week or more (depending on how often the court is used).

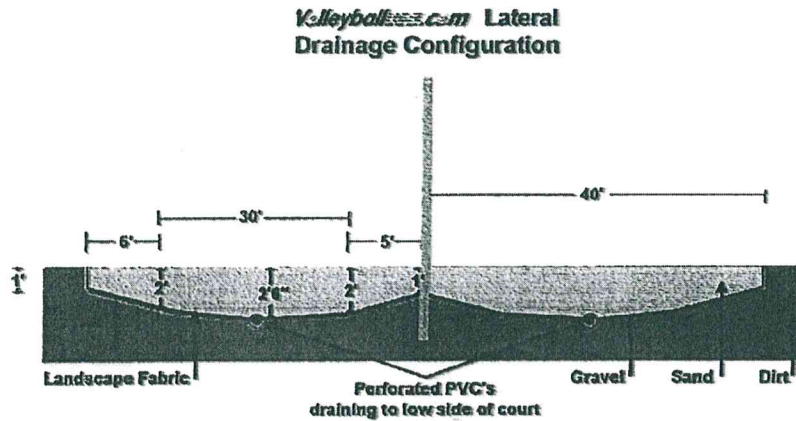
The playing area alone will consume approximately 150+ tons of sand at a depth of approximately 18 inches. (Call your local sand and gravel company for more detailed information and pricing)

8) Our outdoor nets measure 32 feet long by 39 inches tall. The proper height for a men's net is 7' 11-5/8" (8 Feet) tall and for women it's 7' 4-1/8" (7 Feet 4 Inches) tall. Aircraft cables with fixed eye loops on both sides should be used on all permanent standing courts. This allows you to padlock your net to your poles and the aircraft cable provides added security since steel cable is much more difficult to cut down than a standard rope cable.

If you still have more questions concerning construction after reading this (most people do) please call us. We have constructed many courts over the years and can answer any questions you may have. We are open Monday through Friday 8-6 PST.



1-800-494-3933



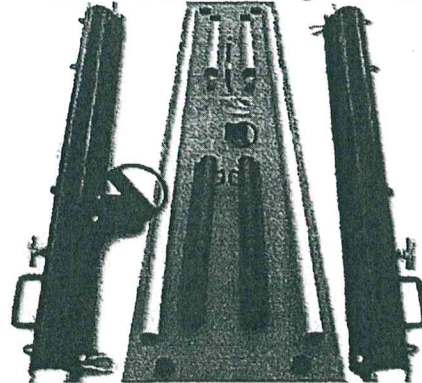
For the strongest, most durable court we recommend the following:

POP-Bazooka Professional Outdoor Poles

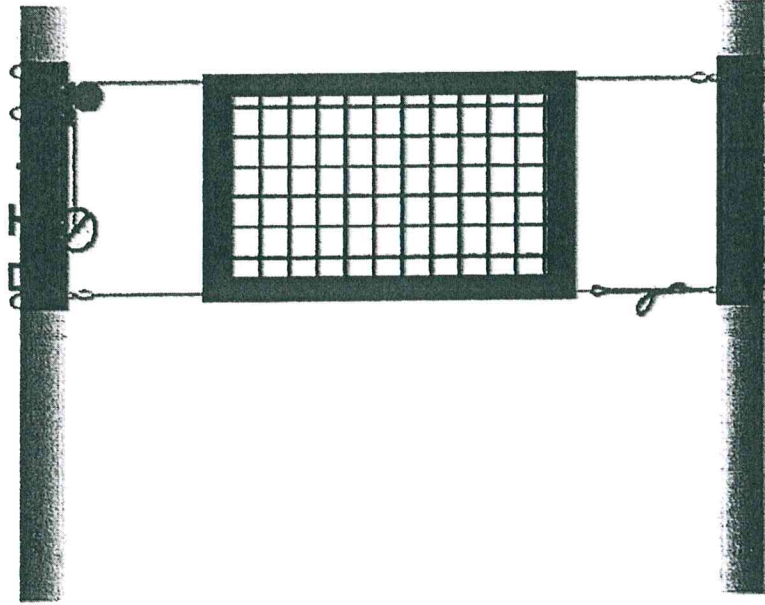
Set includes heavy duty easy to adjust hardware. System can be adjusted with just one stainless steel palm bolt for any net height (volleyball, badminton, tennis, etc...)

- Two 3.5 inch O.D. ultra stiff posts.
- Choose between heavy-wall, 12' anodized aluminum or 10-1/2" galvanized steel poles. (Either pole can be ordered in longer lengths if preferred)
- High strength single unit hardware with stainless steel set screws and nuts
- Available with a powder coated or a completely stainless steel winch
- Single point adjustment, no ladder or chair needed.
- Perfect for sand courts and prolonged outdoor use.
- Top and bottom internal drive caps for poles.
- Lockable winches to prevent vandalism and theft.
- Available for side by side systems.
- Posts can be permanently placed in the ground or you can purchase optional seamless heavy wall aluminum ground sleeves with removable caps.

**Manufactured with
Stainless Steel Components!**

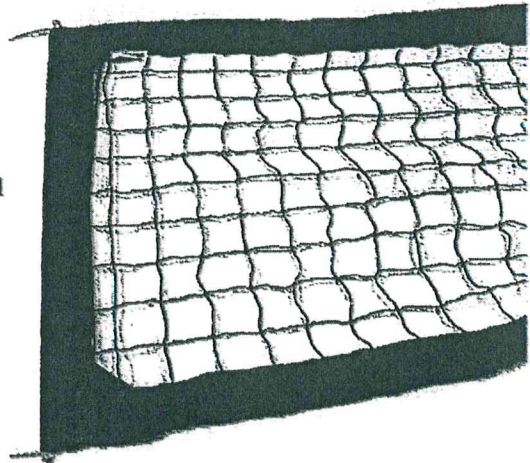


Brand new for 2009



Professional Pro Beach Power Net:

- 32 foot x 39 inch
- #42 knotted nylon netting
- Steel cable top and bottom
- 1-1/8" inch treated wooden end dowels with x-brace tension ropes. (not pictured)
- 22-oz. 4" vinyl tapes all sides.
- This is the same net used by professional beach volleyball associations
- Available in Blue, Red, Yellow, Dark Green and White



Professional Pro Beach Lines:

- Heavy duty webbing court boundary system. All adjust to official court size with plastic adjustable buckles on each side, this allows you to fine tune the court dimensions.
- Heavy weight webbing with stitched steel corner rings, center court markings, two hand winders for storage.
- 4-five inch steel grass stakes with two foot of bungee cord.
- 4-plastic sand plates with 2 foot of



For Reference Only

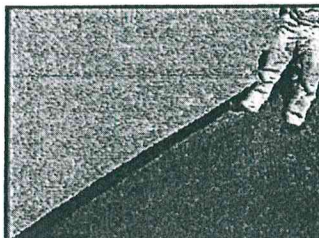
volleyballusa.com

- bungee cord attached.
- Permanently attached bungee cords enables the boundary to form a perfect rectangle, and will stretch when tripped on, for safety.
- Available in Blue, Red, Yellow and Black

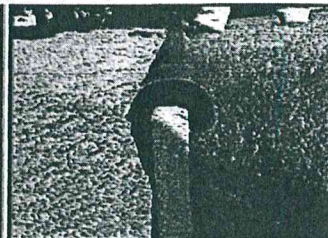
Sand Volleyball Court EDGE GUARD:

- Keep your grass from growing into your sand!
- Impact resistant plastic helps prevent injuries and allows you to maintain a clear edge between your sand and grass.
- Made with UV resistant plastic for years of outdoor exposure.
- Screws on top of 2 by 12 treated lumber with 1 inch cushion gap for easy installation.
- Pieces are overlapped every 8 feet for quick set-up. No cutting needed.
- Constructed of High Density Polyethylene Plastic (Same as milk jugs thus, this product can be recycled!)
- We stock EDGE GUARD in Blue, Dark Green, Black and Red. (Other colors available, call for availability and price)
- Only \$2.53 a foot (Call 1-800-494-3933 to order)

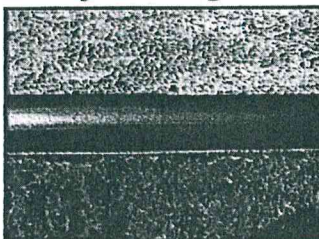
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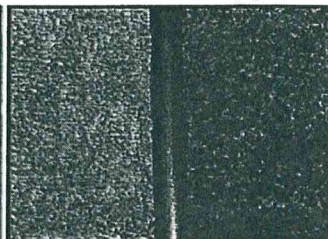
Maintain a beautiful edge between your sand and grass



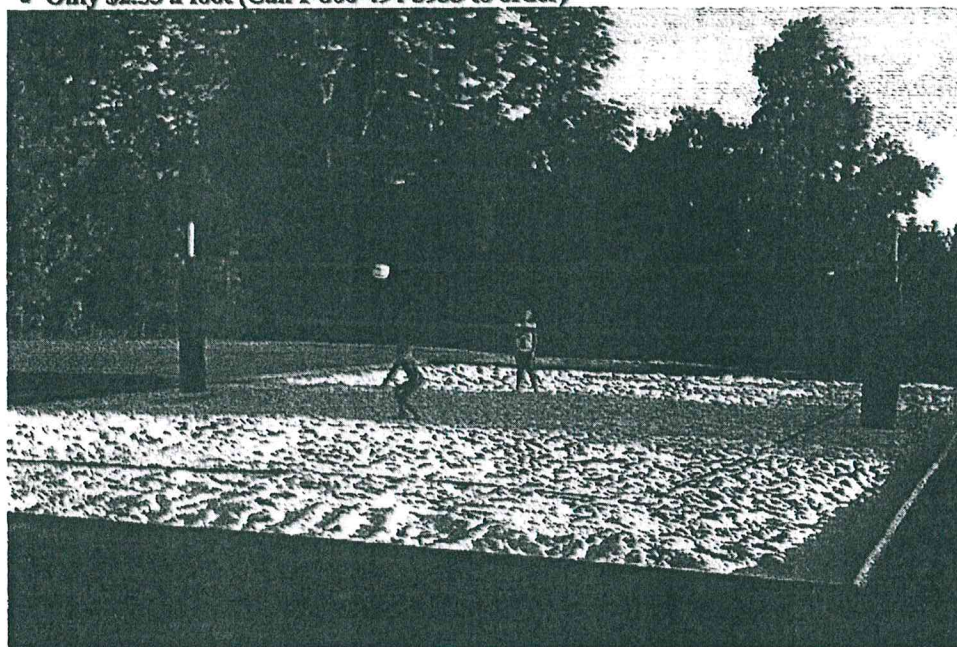
Mounts directly on top of a treated 2 x 12 with cushion gap



Easy overlap installation, no cutting needed



Sand stays soft on one side and grass stays beautiful on the other



Pricing



USAVolleyball

Sand Court Building Suggestions

-By John Kessel, USA Volleyball Director of Education, Grassroots, Disabled and Beach Volleyball

Thanks to Dennis Steers, C.C. Sandorfi and those quoted from *Volleyball Magazine* for the help.

This article is to give just general guidelines to provide you with an idea of what is needed for installation of a permanent sand court. Temporary courts are very easily set up using a portable outdoor grass court. A portable court will just need deadman anchors, like 2 foot long 2x4's, well buried (use a shovel) and another piece of wood to keep the poles from sinking into the sand. The information is not intended for use as architectural and/or engineering drawings or calculations. Your basic needs are:

- 2,600 cubic feet of #57 gravel = 10.25/ton (110 ton)
- 5,200 cubic feet of sand (washed) 7.85/ton (205 ton)
- 2 rolls of 250' perforated drainage pipe, four - 3 meter PVC sections and connectors

Ideally the court should be situated with the net running east-west, so the morning and evening sun is not facing directly into the eyes of one team. The dirt dug out of the earth should be piled up around the court in a horseshoe fashion, leaving one of the four court sides open for proper drainage. This earth pile can be made into an incline that allows for elevated spectator viewing, even piling only one or two sides.

Drainage of the court under the sand must be considered, both by grading the earth properly and even installing a surface below the sand to promote drainage. Installing leaching pipe on the standard leach slant (14 degrees), is strongly recommended for a good permanent court. Perforated drainage pipe can be laid in a serpentine fashion (see court diagram) with one end capped and the other leading to the drainage ditch/point. The drainage point should lead away from the court at the lowest point, taking care to be aware of the natural surrounding slope so you do not trap water with your inclined viewing sides.

The court should be excavated to a meter depth, plus create the afore-mentioned drainage ditch. Place a first layer of about 30 cm of #57 gravel (or similar) over the drainage pipe. Then place a porous cover such as plastic landscaping mesh or some other artificial, small-hole mesh, over the gravel to prevent the sand from washing through. Soil with good drainage and no rocks can have the sand laid down without mesh or leaching pipes.

If you're serious about making a good court, you've got to invest in good sand. Taking sand from beaches is illegal, so one group found a city street where the sand was blowing on and helped them clean up weekly until they accumulated enough. Others have found river sand of excellent court quality. A midwest program trucked in sand from a sand dune left by a prehistoric glacier. If you must buy sand, get washed masonry sand, or check the samples for beach-like feel. Do not use anything coarser or you will regret it, but also stay away from very fine grains, as they can compact into a type of mud when wet. What you want is the cleanest sand you can buy; check it out by throwing your choices and seeing how much is dirt and how much is sand. Some sand is very dirty and unsuitable for a court. (dirty sand compacts after a couple good

rains and makes for a solid jumping platform.) We suggest silica sand, regionally available by contacting Best Sand, at (800) 237-4986, FAX (216) 285-4109. The minimum recommended depth is 50 cm. The sand boundary should be a minimum of 15 meters by 24 meters, so you will have a 3 meter sand perimeter around the actual 9 x 9 meter court. The doubles court is now only 8x8 meters a side, so one brings the lines in 1 meter per corner on the sidelines and .5 meter per court on the endline to make this court size. All other games, and thus the court should be built, use the 9x9 meter (9x18 meter overall) court. For professional competition, there needs to be 4 m on the sides / 5 m behind the endlines. The general area should be clear of any obstructions for 3-4 meters on all sides of the court. You should pad any item that would seem to be a hazard for hustling volleyball players who pursue the ball more often off the court, than on, given the nature of the game. The suggested boundary between the sand and surrounding surface should be soft, like rubber expansion joint material. Railroad ties and other wood containment boundaries increase the chance of injury should a diving player go all the way to the sand's edge.

Poles for standards can be either wood or pipe. The minimum metal pole thickness is 4" diameter schedule 40 galvanized steel pipe while 8 inch diameter round treated wood poles are also recommended. USA Volleyball does NOT recommend square poles, due to the corners. In all cases, padding the poles is strongly encouraged. Should the standard not have equal sides, the narrower side should be the net anchor side (facing the court). Standards should be 3 meters above the court's sand surface and imbedded a meter into the ground using a concrete footing, unless the soil is solid, in which case packing in and washing in the soil and letting it dry should suffice. These should be placed 1 meter from the boundary of the court; any less and there will not be room for the full net (which is 10 meters wide) and adjusting cables.

Installing a water spigot near the court is encouraged, as the sand can become very hot, as can the players...both may need to be cooled off. Building a seat for the referee to sit in near the top of one standard is a nice touch, but outdoor play can be refereed just as well from below the net, on the sand.

Boundary lines are made of 1/4" rope or 1-1.5 inch webbing and tied to the four corners with buried deadman anchors. No centerline is needed, but 4 meters extra beyond the 54 meters of total court lines will be needed for anchoring the corners. A small wood board buried at a 45 degree angle to the corner is fine, and can be installed just for play, if vandalism is a problem. The net should also be easily removed and stored in case of theft. Players would only need their own net to borrow the court as approximate lines can also just be dug into the sand by dragging a foot.

Net heights are 2.43 m (7' 11 5/8") for Men's and Coed play, and 2.24m (7' 4 1/4") for Women's and Reverse Coed. A 10 meter net with a cable top is preferred, but strong ropes, especially the Kevlar types that are as strong as steel, can also work fine. A winch (padded) and hardware, such as eyebolts, is needed to mount the net both top and bottom. The bottom need only be anchored by rope to the standard.

The 2006 USA Official Outdoor Rules are the basically same rules used in the 1996, 2000, 2004 and 2008 Olympics as beach volleyball is now a medal sport. The rulebook also includes the indoor, coed, and reverse coed rules, plus 2-3 and 4 person differences. A casebook is also available, valuable for tournament directors and facility owners. All books can be obtained by calling 1-800-275-USVB (8782)

The Basics

The playing area consists of the court and a space around it measuring approximately 10 feet in each direction (more if possible). The space above the playing area should be free of obstructions (branches, power lines, etc.). The playing area should be level. It's important to use good quality sand, thick enough to prevent players from contacting any underlying hard surface.

Dimensions of a standard court are 18 meters (59-0 feet) by nine meters (29-6) and are measured from the outer edge of the boundary lines. The boundary lines should be made of brightly colored rope, webbing or material having similar characteristics but shouldn't unreasonably impede play. The court lines are snugged up .5 meters on the endline and 1 meter on the sideline at each corner for 8x16 meter DOUBLES play as needed. You need to make the court larger to accommodate the game for triples up to six person.

Net supports should be made of wood, metal, PVC or other material that will withstand tension and not bend or break. Supports should be about 14 feet long and buried five feet deep (cement is optional). Make sure they're free of hazardous protrusions. If you use guy wires, they should be made of bright colors or marked with flags so they're visible. All anchors for guy wires and court lines should be level or below the playing surface and free of sharp edges.

For areas comfortably above sea level, the court area should be excavated two to three feet deep, depending on the depth of the sand and gravel base you intend to use. For low-lying areas, the court area should be excavated only about six to eight inches; you should end up building an elevated court rather than one that is flush with the ground.

To keep dirt or grass from mixing in with the court sand, you may want to build a barrier around the court, either with wooden beams (such as railroad ties) or some type of low, solid fencing. This can be especially important for a court that is built slightly above ground, or of course temporarily on a parking lot.

You should have a drainage system under the court. A drainage ditch should lead away from the lowest point of the court, and perforated drainage pipe should be laid in a zig-zag pattern over the base of the area with one end capped and the other open to the drainage ditch. Drainage is very important. You don't want to be playing in a swamp.

Step by Step

1. Excavate the court area to your desired depth using a Bobcat or front-end loader. Our experts all advise against using a bulldozer or backhoe (the bulldozer won't be able to pick up and replace the dirt, and the backhoe won't dig a level surface). If you're in a low sea-level area (for example, shoreline areas in Florida), the court should be built slightly above ground. Use the dirt you excavate to create a slight slope up to the court.

2. Arrange your court perimeter (if desired) around the edges of the excavated site. This keeps dirt and grass from leaking into the court and vice-versa. Use Lawn edgin material. We do not suggest using railroad ties or similar materials, but we do suggest covering the exposed top edges with some sort of padding to minimize injury potential. One expert says he's had great

luck buying used rubber escalator handrail material from escalator companies and seating it atop his 2 x 6-inch wooden boundaries.

3. Lay out your drainage pipe, perforated side down, with the open end at the low point of the court. You may wish to wrap each section of pipe with some type of filter to keep sand from filling up the pipe: burlap is one choice although eventually it will rot. Our experts suggest using flex wrap or "handicap wrap," which can be bought at plumbing supply houses.

4. Prepare your net standards by attaching hooks, hook-and-eye hardware and any winch-type hardware. Sink your poles at least three feet deep since they'll need to be sunk five feet overall when you're finished. For longevity, if you're using wooden poles you should pre-treat them with a weather-resistant stain. If you're not using guy wires as supports, set your poles in the ground at a slight angle outward from the court to allow for any "bend" caused by eventual net tension.

5. Cover the pipe and the remaining court area with a one-foot thickness of small gravel. Various sizes seem to work, but the overall consensus is to use a small, pea-sized gravel known around the country as #56 gravel, #2 or #3 size gravel. Explain to your gravel supplier that it will be used for drainage, and he can recommend the size for your needs.

6. Cover the gravel with a screen-type filter to keep gravel and dirt from working its way up to the sand level. Again, burlap will work, but it will eventually rot, especially if you get a lot of rain. The best material is ground stabilization filter fabric, which is a woven poly-blend that won't deteriorate. You can find a supplier by calling a landscaping or excavating company for a referral.

7. Deposit your sand - one to two feet deep - and rake so it's level. With a good gravel base, one foot of sand is usually enough.

8. Attach your net, put down your boundary lines and you're ready to play. Now for the big question: How much?

Your Basic Costs

They fall into three categories:

Sand and gravel
Excavation equipment rental
Court equipment.

Tips from *Volleyball Magazine's* experts

JOHN DALOISE, president of Standard Building Systems and local promoter for the Bud Light Pro Beach 4s and WPVA, Dallas:

- It's best to hire a contractor if you're unfamiliar with the excavating equipment. It'll save you time and headaches in the long run.
- One foot of sand is usually enough; if you put down more, you won't be able to reach the lower levels with a rototiller or rake.
- Don't use sugar sand it sticks too much and is too fine to be a good playing surface.

RICHARD ANDERSON, vice-chair of 1996 Olympic Committee for Clayton County, Jonesboro, Georgia:

- Try using used escalator handrail material for padding on the court borders.
- Rake your court frequently with a three-foot garden rake.
- Use a net with steel cable or Kevlar both on top and bottom for maximum tightness.

J.B. SHARES, owner, Hot Shots beach volleyball clubs, Rochester, New York:

- Pay special attention to the plans and follow them line by line. Don't cut corners or it'll cost you in the long run.
- If you use steel poles for net standards, seat them in steel sleeves so you can easily remove the poles for maintenance or replacement
- If your net has steel cables, use pulleys on each side to hold it tight.

ROBERT "La Jolla Bob" ROEMER, owner, La Jolla Beach Volleyball Club, Toledo, Ohio:

- Go with round poles whenever possible to reduce injury risks; try used utility poles (you can get them for free in many communities by contacting the utility companies).
- Allow plenty of space for a sand perimeter around the court don't let grass or dirt serve as your perimeter.
- Watch out for freebies. Sometimes free sand can be more expensive than purchased sand because removing or sifting debris from the sand will be more expensive in the long run.

DALE HOFFMAN, president, California Beach Volleyball Association, Ventura, California:

- Always put in proper drainage.
- Use the simplest net attachment system possible. In Brazil, they cut a notch in the top of the pole and drill a hole in the middle, string the net cable and rope over the top of the pole and knot it off at the hole.
- Choose your site carefully. Putting a court near a busy road or a swimming pool isn't a great idea.